

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MICHELE FARABAUGH,)
)
)
Plaintiff,) Case No.: 17-14057
)
)
v.)
)
METROPOLITAN LIFE)
INSURANCE COMPANY,)
)
Defendant.)

PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, MICHELE FARABAUGH, by her attorney, KIEL J. ROESCHKE, and for her Complaint against METROPOLITAN LIFE INSURANCE COMPANY, states as follows:

1. At all times, relevant hereto, Plaintiff, MICHELE FARABAUGH, is a resident of Sun Lakes, Maricopa County, Arizona.
2. At all times, relevant hereto, Defendant, METROPOLITAN LIFE INSURANCE COMPANY, is a foreign insurance corporation in good standing and conducting business throughout the State of Michigan.
3. At all times, relevant hereto, Defendant, METROPILTAN LIFE INSURANCE COMPANY, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee benefits plan provided for the benefit of Plaintiff, MICHELE FARABAUGH, and other employees, by their employer.
4. The Long-Term Disability Insurance policy issued by Defendant, METROPOLITAN LIFE INSURANCE COMPANY, is a group employee benefit plan covered by and within the

meaning of the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001 et seq.

5. The terms of said contract of insurance obligated Defendant, METROPOLITAN LIFE INSURANCE COMPANY, to provide Plaintiff, MICHELE FARABUAGH, with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due injury, disease or other medical condition.

6. That Plaintiff, MICHELE FARABAUGH, suffers from coronary artery disease, cervical spondylosis, fibromyalgia, lumbar spondylosis, neuropathy, headaches, depression, anxiety, and other conditions. As a result, Plaintiff’s conditions have made it impossible for her to work.

7. Defendant, METROPOLITAN LIFE INSURANCE COMPANY has wrongfully denied Plaintiff’s disability benefits.

8. Defendant’s denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff’s claim of total and permanent disability. Defendant’s termination of Plaintiff’s benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, MICHELE FARABAUGH, has exhausted all appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, MICHELE FARABAUGH, is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and resume payment of Long-Term Disability benefits to Plaintiff.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

(a) Persons Empowered to Bring a Civil Action

A civil action may be brought –

(1) By a participant or beneficiary –

(B) to recover benefits due to him under the terms of the plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan [.]

12. As a result of Defendant's wrongful termination of disability benefits, Plaintiff, MICHELE FARABAUGH, has sustained the following damages, but not limited to:

(a) Loss of past, present, and future income in the form of long-term disability insurance benefits for wage loss compensation.

WHEREFORE, Plaintiff prays for Judgment in her favor and against Defendant, METROPOLITAN LIFE INSURANCE COMPANY, in whatever amount she is found to be entitled, in addition to costs, interest, and attorney fees.

Dated: December 15, 2017

Respectfully submitted,

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s/Kiel J. Roeschke
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